

Plymouth Co.

Plymouth Co. Sec. Road Empl.

7/1/2005 6/30/2010

AGREEMENT
BETWEEN
PLYMOUTH COUNTY BOARD OF SUPERVISORS
AND
PLYMOUTH COUNTY SECONDARY ROAD EMPLOYEES ASSOCIATION
JULY 1, 2005
TO
JUNE 30, 2010

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Language from Board to Engineer re clothing:

The Plymouth County Secondary Road Workers have expressed concern to the Board of Supervisors regarding replacement clothing. The specific concern is that some employees of the Department are assigned to specific outside activities and/or shop activities which tend to dramatically shorten the expected useful life for items such as, gloves, work boots, jeans and coveralls. The Board of Supervisors believes that it is appropriate to allocate a maximum of \$125.00 per person per fiscal year for replacement of these types of clothing when the useful life of the clothing is lessened by assigned duties. It is not the expectation of the Board that each employee will automatically receive money in any given year. This policy is not a bargained agreement. The policy cannot be grieved and the final determination in replacing any clothing item is up to the County Engineer or his designee. The Engineer would only consider requests under this allocation for employees who for the vast majority of their work duties are assigned outside duties or shop duties which would tend to substantially lessen the useful life the type of clothing described above.

ARTICLE I

Definitions

A. Regular Full-Time Employee

As used in this Agreement, the term "regular full-time employee" shall mean an employee who is scheduled to work forty (40) hours or more per week year round.

B. Regular Part-Time Employee

As used in this Agreement, the term "regular part-time employee" shall mean an employee who is scheduled to work at least twenty (20) hours per week year round but less than forty (40) hours per week year around. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.

C. Temporary Employee

As used in this agreement, the term "temporary employee" shall mean an employee who does not work on a year round basis. An employee who works both for the County Secondary Road Department and as the Weed Commissioner shall be considered to be a regular full-time employee and not a temporary employee. Temporary employees shall not be covered by the provisions of this agreement but shall receive wages and other benefits as determined by the Board.

D. Probationary Employee

As used in this agreement, the term "probationary employee" shall mean an employee who has not completed 180 consecutive calendar days of service to the County Secondary Road Department as a regular full-time or regular part-time employee.

ARTICLE II

Wages

A. Salary Schedule for Regular Employees

The salary schedule for each classification of regular employees is set out in Appendix A which is attached to and made a part of this Agreement. Regular employees shall be paid only for hours actually worked unless otherwise provided in this Agreement.

B. Salary Schedule for Probationary Employees

For the duration of their probationary period, probationary employees shall be paid five percent (5%) less than the applicable rate for a regular employee in the same classification as set forth in Appendix A. Employees who successfully complete their probationary period shall be paid the full rate for regular employees starting with their first full pay period following the completion of their probationary period. Probationary employees shall be paid only for hours actually worked unless otherwise provided in this agreement.

C. Method of Payment

Employees shall be paid every other Friday one week following the close of the workweek.

D. Overtime

All work performed in excess of forty (40) hours per week or eight (8) hours per day or on a Saturday, Sunday, or holiday recognized in this agreement shall be accrued at one and one-half (1 1/2) times the employee's regular hourly rate. The employee shall have the option to be paid for overtime at one and one-half (1 1/2) times the employee's regular hourly rate or to receive compensatory time for one and one-half (1 1/2) times the hours worked. Compensatory time can not be accrued beyond forty (40) hours in a fiscal year and compensatory time can not be carried forward from one year to the next. Any compensatory time accrued, but not used, will be paid on or prior to June 30th of each year. Compensatory time can be used at anytime during the fiscal year it is earned with the permission of the County Engineer or his designee.

E. Standby Time

Plymouth County recognizes that during the Winter months employees on the Road Crews as opposed to office employees are subject to callbacks on short notice and these employees are generally expected to be available for callback when weather conditions require it. Plymouth County will compensate the Road Crew employees subject to call back for making themselves available as follows: For twenty two weeks (22) each fiscal year, beginning with the week that includes November 1st these employees will be paid for twenty (20) hours of standby time each week at the following rates:

July 1, 2005 to June 30, 2007 .25 per hour
July 1, 2007 to June 30, 2008 .30 per hour
July 1, 2008 to June 30, 2009 .35 per hour
July 1, 2009 to June 30, 2010 .40 per hour

ARTICLE III

Insurance

A. Health Insurance

The Blue Cross-Blue Shield Protector 500 Alliance health insurance policy or a policy of equal or greater coverage shall be available to cover all regular full-time employees and their families. Effective July 1, 2005 all employees covered by the Plymouth County health insurance plan shall pay (7%) of the premium for single coverage or family coverage, whichever is applicable. In addition to paying 7% of the applicable premium, employees shall pay 10% of all premium increases which become effective on or after July 1, 2005.

Effective July 1, 2005 an employee's actual out of pocket expense for health insurance use per calendar year shall be calculated as follows:

Deductible: The first \$250 of covered expenses for single coverage and the first \$500 of covered expenses for family coverage.

Coinsurance: 80/20 of covered expenses after the above deductibles are met up to the following out of pocket maximums. Including the single deductible the maximum out of pocket for single coverage will be \$750 and including the family deductible the maximum out of pocket for a family will be \$1250.

The employee will pay a \$15 copay per office visit.

The employee will pay a \$50 copay per visit to the emergency room.

The employee will be responsible for all prescription drug deductibles or copayments.

The office copay, emergency room copay and the prescription drug deductibles and copayments are in addition to and not included in the basic deductible and coinsurance for purposes of calculating out of pocket maximums. Copayments, deductibles and out of pocket maximums in excess of these which the County elects as part of the health insurance plan design will be paid or reimbursed by the County.

- B. Any mandates by Federal or State Governments involving a change in health insurance coverage would mean the renegotiations of Article III.
- C. Prior to any policy change the employer shall give 30 days notice to the Employee Association to review the proposed coverage and policy.

- D. Coverage of an employee will begin and end at such times as are set out in the policy, and an employee will be covered only in accordance with and to the extent provided by the terms of the policy.

ARTICLE IV

Employee Hours

- A. Workday

The regular workday for maintenance employees shall be 8:00 A.M. to 4:30 P.M. The regular workday for employees in the Engineer's Office shall be 8:00 A.M. to 4:30 P.M.

- B. Lunch Period

Maintenance employees shall be granted a one-half (1/2) hour lunch period without pay scheduled in the approximate middle of the workday. Employees in the Engineer's Office shall be granted a one-half hour lunch period without pay scheduled in the approximate middle of the workday.

- C. Workweek

The regular workweek shall be Monday through Friday. However, for purposes of determining pay periods, the work-week shall start on Monday and end on Sunday.

- D. Change in Hours

It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the employer shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the Employer.

ARTICLE V

Leaves of Absence

A. Sick Leave

1. Permissible Uses

Sick leave shall be used for personal illness or injury in half (1/2) or full day increments. Five (5) days sick leave may be used for family members and may also be used in half (1/2) or full day increments.

2. Rate of Accumulation

Employees shall earn one and one-half (1 1/2) days of sick leave for each month of completed service.

3. Maximum Accumulation

Employees shall have the right to accumulate unused sick leave up to a maximum of 150 days.

4. Limitations Upon Accumulation

Employees may not earn sick leave during periods when they are absent due to sickness, injury, or layoff or when they are on an extended unpaid leave of absence.

5. Physician's Statement

The Employer reserves the right to require a physician's statement for any absence due to illness or injury and also reserves the right to request a physician's statement verifying the employee's ability to perform the work required.

6. Pre-Determined Disability Leave

Sick leave benefits for pre-determined temporary disability leave shall be granted for the period of medical confinement (as hereinafter defined) occurring during the time of regular contract work period pursuant to the following provisions:

- a. Except as hereafter modified, all policies, rules and regulations, applicable to employees who are granted sick leave, shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave benefits for pre-determined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated

for termination and recommencement of duties as provided in paragraph (c) hereof.

- b. An employee shall notify the Engineer as soon as the necessity for taking sick leave becomes known to the employee. When possible said notice shall be given at least two (2) weeks prior to the anticipated date of the leave.
- c. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity. The determination of whether the employee is capable of returning to work following the pre-determined temporary disability, and whether his/her health and work efficiency will be adversely affected, shall be made in consultation with the employee, the Engineer, and the employee's physician, and may also be in consultation with a physician of the Board's own choosing. Said consultations shall be at the Board's expense.

7. Sick Leave Bonus

A bonus of \$150.00 will be paid to an employee who uses no sick leave during the fiscal year. A bonus of \$125.00, will be paid to an employee who uses one day of sick leave during the fiscal year. A bonus of \$100.00 will be paid to an employee who uses two days of sick leave during the fiscal year. The bonus earned will be paid in the first month following completion of the fiscal year. The bonus shall be based upon the total of sick days used. At the end of the fiscal year any fraction of the total shall count as a full day.

B. Funeral Leave

1. An employee will be granted up to four (4) workdays of funeral leave with pay to attend the funeral of the employee's spouse, child, parent, and spouse's parent.
2. An employee will be granted up to two (2) consecutive workdays of funeral leave with pay to attend the funeral of the employee's grandparent, brother, or sister.
3. An employee will be granted up to one (1) day of funeral leave with pay to attend the funeral of the grandparent of the employee's spouse, or the employee's aunt, uncle, or close friend.
4. Additional funeral leave may be granted by the Engineer and will either be charged to an employee's vacation time if any or be on an unpaid basis.

C. Unpaid Leave

1. Determination

A request for a leave of absence without pay of five (5) working days or less shall be submitted to the Engineer who shall grant or deny the request at his discretion. A request for a leave of absence without pay for more than (5) working days shall be submitted to the Board which shall grant or deny the request at its discretion.

2. Benefits

Employees on unpaid leave of absence shall neither receive nor earn any benefits during the period of their leave, but they shall be eligible to continue health insurance coverage provided the insurance carrier permits such participation and provided they pay the full premium for such coverage including the Employer's share of the premium, and all co-insurance charges normally paid by the employer. Premium payments must be made by arrangement with the Auditor's Office and must be made before the due date for each monthly premium involved.

ARTICLE VI

Holidays

A. Holidays Recognized

All regular employees shall receive the following paid holidays:

New Year's Day

Good Friday

Memorial Day

Fourth of July (or day nationally observed)

Labor Day

Veteran's Day

Thanksgiving Day

Thanksgiving Friday

Christmas Eve (whenever Christmas Day falls on a Tuesday, Wednesday, Thursday, or Friday)

Christmas Day

When a holiday falls on a Saturday, it shall then be observed on the previous Friday.

When a holiday falls on a Sunday, it shall be observed the following Monday.

B. Pay for Holidays

Regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours or work. Double time pay on "call in" on Thanksgiving Day and Christmas Day.

C. Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation.

ARTICLE VII

Vacations

A. Vacation Benefits

Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to regular employees after continuous active service pursuant to the following schedule:

1. Employees in the continuous active service of the Employer for one (1) year or more as of the anniversary of their most recent date of hire shall be given one (1) week vacation with pay at their regular hourly rate.
2. Employees in the continuous active service of the Employer for two (2) years as of the anniversary of their most recent date of hire shall be given two (2) weeks vacation with pay at their regular hourly rate.
3. Employees in the continuous active service of the Employer for the third (3rd) and following years, shall receive one additional day's vacation for each year of service until four (4) week's of vacation have been accumulated. Vacation with pay shall be at their regular hourly rate.

For regular full-time employees the term "week" shall mean forty (40) hours. For regular part-time employees the term "week" shall mean the employee's average hourly workweek.

B. Scheduling

All vacation times shall be scheduled in consultation with the Maintenance Superintendent or the Engineer, whichever is appropriate. The decision of the Maintenance Superintendent or the Engineer shall be final.

C. Minimum Usage

Vacation shall be used in one week increments, except five (5) days of vacation may be used in one half (1/2) day increments. Variances in vacation usage shall be allowed at the discretion of the Maintenance Superintendent or Engineer, whichever is appropriate.

D. Carryover

Up to one (1) week of vacation may be carried over beyond the employee's anniversary date to the succeeding year.

ARTICLE VIII

Transfer Procedures

A. Determination

The Engineer shall determine whether a vacancy shall be filled by a current employee or a new applicant. The Engineer shall nevertheless retain the discretion to reject all current employees who apply.

B. Procedure

If the Engineer determines that a vacancy shall be filled by a current employee, then the vacancy shall be posted for five (5) working days. Employees who wish to be considered for the vacancy shall submit their written application to the Engineer within the time period specified in the posting. If the Engineer elects to fill the vacancy with a current employee, the selection of the employee to fill the vacancy shall be based upon the qualifications set forth in the job description for the vacant position and the qualifications of the applicants with the final selection to be made by the Engineer at his discretion.

ARTICLE IX

Grievance Procedure

A. Definitions

1. Grievance

A "grievance" is a claim that there has been a violation of the term of this agreement.

2. Grievant

A "grievant" is the employee or group of employees filing the grievance.

3. Days

The term "days" shall mean calendar days.

B. General Provisions

The number of days indicated at each step shall be considered a maximum. The time limits specified may, however, be extended by mutual written agreement.

The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the Employer's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

C. Procedure

1. First Step

Within five (5) days after the occurrence on which the grievance is based, the grievant shall present the grievance orally to his/her immediate non-bargaining unit supervisor. The supervisor shall respond orally within five (5) days.

2. Second Step

If the grievance is not resolved at the First Step, then the grievant may appeal the supervisor's decision to the Engineer. An appeal must be made in writing on the Grievance Report Form attached as Appendix B and must be filed within fourteen (14) days of the date the alleged violation occurred. The appeal must include: (a) the name of the grievant, (b) the date the alleged violation occurred, (c) the section(s) of the contract alleged to have been violated, (d) a

statement of the facts giving rise to the grievance, (e) a statement of the relief sought, (f) the date on which the grievance was filed with the Engineer, and (g) the signature of the grievant.

Within seven (7) days of the date on which the grievance was filed, the Engineer shall meet with the grievant to discuss the grievance. The Engineer shall respond to the grievance in writing on the Grievance Report Form within seven (7) days of the meeting with the grievant.

3. Third Step

In the event the grievance has not been satisfactorily resolved at the Second Step, the grievant shall file a copy of the grievance with the Board of Supervisors within ten (10) days of the Engineer's decision. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing shall be held within fourteen (14) days after the grievance is filed with the Board.

The Board shall make a decision on the grievance, enter such decision on the Grievance Report Form, and communicate such decision in writing to the grievant. Such action shall be taken within ten (10) days after the grievance is filed with the Board if neither party requests a hearing or within seven (7) days following the hearing. The decision of the Board shall be final and binding on all parties.

D. Conflicts not covered by this Contract

Conflicts arise apart from the observances contained by the terms of the contract. These could include personality conflicts, attitude, or work performance. Such conflicts are usually resolved orally by the employees themselves, foremen, or a supervisor. Some differences require the resolution by Engineer when the difference is between a supervisor and an employee. An officer of the employee's bargaining unit may be present at the employee's request to aid in the resolution of any such difference.

ARTICLE X

Health and Safety Provisions

A. First Aid Training

The Board shall provide first aid training to the employees during normal working hours.

B. CPR Training

The Board shall provide initial CPR training during normal working hours to employees who wish to learn CPR. Employees who wish to recertify in the CPR program shall do so on their own time and at their own expense.

ARTICLE XI

Longevity Pay

A. Amount of Compensation

In addition to their regular compensation, employees shall receive longevity pay. Longevity shall be paid on the basis of \$10.00 per month after five completed years of service, \$20.00 per month after ten years of service, \$30.00 per month after fifteen years of service, \$40.00 per month after twenty years of service and \$50.00 per month after twenty-five years.

B. Method of Payment

Longevity pay shall be paid annually in a lump sum on the first payday following the employee's anniversary date.

ARTICLE XII

Employee / Employer Meetings

A. Frequency and Purpose

Approximately on a quarterly basis, representatives of the Association and the Board of Supervisors may meet privately to discuss any concerns of either party.

ARTICLE XIII

Duration and Signature Clauses

A. Duration of Agreement

This agreement shall be effective July 1, 2005 and shall continue through June 30, 2010.

B. Signature Clause

The parties have agreed to the terms set out above and therefore, have directed their representatives to sign this Agreement on their behalf on the 28th day of December, 2004.

PLYMOUTH COUNTY SECONDARY
ROAD WORKERS

By Curt D. Symann
President

By Paul J. Gales
Vice-President

By David Erdman
Secretary

PLYMOUTH COUNTY BOARD
OF SUPERVISORS

By Jack Spies
Chairman

APPENDIX A

Salary Schedule

2005-06, 2006-07 and 2007-08

	<i>4% increase</i>	<i>3% increase</i>	<i>3% increase</i>
Classification	2005-06 Hourly	2006-07 Hourly	2007-08 Hourly
Engineer Technician #1	19.26	19.84	20.44
Engineer Technician #2	18.34	18.89	19.46
Instrument Man	17.97	18.51	19.07
Inspector #1	16.86	17.37	17.89
Inspector #2	15.81	16.28	16.77
Inspector #3	15.42	15.88	16.36
Rodman	13.60	14.01	14.43
Chief Mechanic	19.39	19.97	20.57
Second Mechanic	17.68	18.21	18.76
Bridge Crew	16.62	17.12	17.63
Miscellaneous Crew	16.62	17.12	17.63
Grading Crew	16.62	17.12	17.63
Foreman (Bridge, Miscellaneous, Grading & Road Maintenance)	17.68	18.21	18.76
Maintainer Operators	16.62	17.12	17.63
Gas & Sign Dept. Employees	17.68	18.21	18.76
End Loader Operator	16.62	17.12	17.63
Back Hoe Operator	16.62	17.12	17.63

APPENDIX A

Salary Schedule

2008-09 and 2009-10

3.25% increase

3% increase

Classification	2008-09 Hourly	2009-10 Hourly
Engineer Technician #1	21.10	21.73
Engineer Technician #2	20.09	20.69
Instrument Man	19.69	20.28
Inspector #1	18.47	19.02
Inspector #2	17.32	17.84
Inspector #3	16.89	17.40
Rodman	14.90	15.35
Chief Mechanic	21.24	21.88
Second Mechanic	19.37	19.95
Bridge Crew	18.20	18.75
Miscellaneous Crew	18.20	18.75
Grading Crew	18.20	18.75
Foreman (Bridge, Miscellaneous, Grading & Road Maintenance)	19.37	19.95
Maintainer Operators	18.20	18.75
Gas & Sign Dept. Employees	19.37	19.95
End Loader Operator	18.20	18.75
Back Hoe Operator	18.20	18.75

APPENDIX B

Grievance Report Form

Plymouth County Board of Supervisors
Secondary Road Workers

Name of Grievant _____ Grievance # _____

Date Filed _____

Second Step

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract Alleged to Have Been Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Grievant _____

Date _____

Disposition of Grievance

Signature of Grievant _____

Date _____